

LAGOON TOWNHOME CONDOMINIUMS ASSOCIATION

Policy & Procedures – Occupancy Limits

Adopted June 14, 2010

The following procedures have been adopted by Lagoon Townhome Condominiums Association (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5 at a regular meeting of the Board of Directors.

WHEREAS, the Colorado Common Interest Ownership Act, in C.R.S. 38-33.3-209.5, mandates common interest communities adopt various policies and procedures, and

WHEREAS, the Association has experienced a number of health and safety problems associated with, and directly related to, over-occupancy of Condominium Units which have occupant numbers greatly in excess of the original design parameters for the Association (two occupants per bedroom), or sleeping space in unsafe locations, and

WHEREAS, the Association has extremely limited outdoor parking spaces and amenities facilities availability for the beneficial use by Owners, which facilities are severely strained when Condominium Units are occupied by an excessive number of occupants with multiple vehicles, and

WHEREAS, the Association needs to focus on renter occupancy abuse, versus occupancy by Owners and their family members,


NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing rental usage and occupancy limits when a Condominium Unit has been rented to others, in exchange for cash or other consideration, on either a short-term or long-term basis:

1. Use. Each Condominium Unit shall be used for residential purposes only, and shall at no time be used for any business or commercial activity, except as follows: (i) subject to the restrictions of this Policy, the Owner thereof may lease or rent such Condominium Unit for private residential, living or sleeping purposes; (ii) the occupant of a Condominium Unit may conduct therein business activities not involving storage or sale of merchandise; provided that any such activity is incidental to the use of the Condominium Unit for residential purposes, and shall be in conformity with all applicable zoning regulations; (iii) Declarant or its nominee may use any Condominium Unit(s) as a model for sales or leasing, until all Units owned by Declarant are sold.
2. Maximum Occupancy Based on Square Footage. No Condominium Unit shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. For the purposes of the foregoing sentence, each Condominium Unit shall be deemed to have been designed to accommodate safely a maximum of one occupant (adult or child) per 200 square feet of floor space as detailed in the 2006 International Building Code (IBC). Measurement calculations shall include only areas which were constructed or modified in accordance with the building codes used by the Town of Frisco, with prior approved by the Association.
3. Maximum Occupancy Based on Parking Limitations and Number of Bedrooms. Further,

because of the severe limitations on the availability of outside parking at Lagoon and the fact that no approved Unit at Lagoon has more than three (3) approved bedrooms, Unit Renters are only allowed to park vehicles on the Lagoon premises which can be physically accommodated in their respective unit garages, plus one additional outside parked vehicle, which must display the approved/assigned unit "hanging parking tag" as further describe in the Association Parking Rules. Based on the maximum Renter vehicle parking of three (3) vehicles, and a maximum number of approved bedrooms of three (3), a maximum occupancy limit of 12 exists for any unit with over 2400 square feet as defined in paragraph 2 above.

4. Waivers. Although Owners may request a waiver to the occupancy limits stated in paragraphs 2 and 3 above, the Board reserves the unilateral right to grant or withhold any waiver, and to change or modify this policy at some future date. This policy is not intended to limit the right of an Owner to have temporary guests visiting in their unit while an Owner is in residence in that unit with their guests.
5. Owners Obligation. The Condominium Unit owner shall be responsible for any fine resulting from a violation of this Policy by its Renter. Each Owner must include these limitations in the body of any lease or rental agreement the Owner executes with any Renter and provide the Association office with a copy of any completed rental agreement as verification of their compliance with this Policy.
6. Changes. Should the Board determine, on a case by case basis, that the aforesaid IBC occupancy criteria results in the conduct of activities that are prohibited under the Association Amended Declarations (or any other rules or regulations that may be promulgated by the Board) the Board may impose a different occupancy limit
7. Association Use. The Association shall have the right, but not the obligation, to purchase and own any Condominium Unit for storage, recreation, or conference area or any other uses which the Association determines is consistent with the operation of the Project, and also maintain Association offices within the General Common Elements.
8. Conflicting Documents. In the case of any conflict between the Articles of Incorporation, the Bylaws, or the Amended Declaration of Covenants, Rules, Regulations, and listed "Policies & Procedures", such provisions of the Articles, Bylaws, and the Declarations shall take precedence and supersede any provisions of these "Policies & Procedures".

Lagoon Townhome Condominiums
Association

By: 
President

This Policy Regarding Dispute Resolution was adopted by the Board of Directors on the 14th day of June, 2010, effective the 1st day of July, 2010, and is attested to by the Secretary of Lagoon Townhome Condominiums Association.


Secretary